

Department of Procurement Services Jamie L. Rhee, Chief Procurement Officer

121 North LaSalle Street, Room 806 Chicago, Illinois 60602-1284

REQUEST FOR QUOTATION INVITATION

FOR: Multi Band Aircraft Radios

RE: Small Orders - Target Market Request for Quotation (RFQ) 4394

Specification Number: 118275

DPS: Patricia Farina

Procurement Specialist

Email: patricia.farina@cityofchicago.org

Telephone: 312-744-7660 Fax: 312-744-9687

DUE DATE: September 26, 2013

The City of Chicago Department of Procurement Services invites vendors to submit a quote for the above requirement. If you are interested in doing business with the City of Chicago, you are encouraged to respond. Please direct all questions to the DPS Contract Administrator.

This RFQ and resulting Purchase Order (PO) are subject to the City of Chicago Request for Quotation and Detailed Specification (both attached) and to the Small Orders Terms and Conditions - Standard, (downloadable from www.cityofchicgo.org/bids), and are hereby incorporated into the RFQ and PO by reference. The Maximum Compensation under the resulting PO cannot exceed \$100,000.00

This is a Target Market RFQ. Award of PO is restricted to City of Chicago Certified Minority Business Enterprises (MBE) and/or Women Business Enterprises (WBE) that are certified at the time of bid submittal (Due Date). A copy of your current City of Chicago Letter of Certification is to be submitted with your response to the RFQ.

RFQs, EDSs, and blank insurance certificates are available from www.cityofchicgo.org/bids.

TO RESPOND: Please complete and sign the City of Chicago Request for Quotation, and along with your current City of Chicago Letter of Certification, fax or e-mail them to the above DPS Contract Administrator. All quotes must be received no

later than 11:00 a.m. Central Time on the above Due Date.

Please write or stamp your firm's name on all pages of your bid submittal.

Following the RFQ due date and time, a bid tabulation will be prepared. Bid tabulations are made available to the public on DPS's web site: www.cityofchicago.org/procurement under "Contract Administration," "Bid Tabulations (Bid Tabs)," "Get Started Online." Search by the above specification number. Please allow one to three business days for posting of the bid tabulation.

The lowest responsive and responsible bidder will then be contacted by the DPS Contract Administrator and will be required to submit 1) City of Chicago Request for Quotation with original signature; 2) Economic Disclosure Statement (EDS); and 3) insurance certificate.

The CPO will then move to award a PO. Notice of Award for a Small Order PO is made by the City's web site when an Award Date is posted. Awarded POs and the Award Dates are made available to the public on Procurement Service's web site: www.cityofchicago.org/procurement under "Contract Administration," "Awarded Contracts," "Get Started Online," "City of Chicago," "Contracts and Awards." Search by the above specification number.



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DETAILED SPECIFICATION

MULTI BAND AIRCRAFT RADIOS

Specification Number 118275

1.1. SCOPE

The Contractor must furnish and deliver, install and optimize Multi Band panel mount airborne transceivers including all accessories necessary to install the communications equipment, Radio Operations helicopters. F.O.B, City of Chicago, Chicago Office of Emergency Management and Communications (OEMC), FAA specifications, 1411 W. Madison Street, Chicago, Illinois, 60607 the specified as described herein and in accordance with the terms and conditions of this specification.

1.2. INTENT

OEMC intends to purchase and have the vendor install two (2) units described herein for the two (2) Chicago Fire Department (CFD) helicopters.

1.3. SCOPE OF WORK

Contractor must install two (2) units described herein for the two (2) Chicago Fire Department (CFD) helicopters. The Contractor's price must include transceivers, accessories, installation, technicians, and training. The City will provide the transportation to and from the City to the Contractor's authorized facility. The suggested manufacturer is Technisonic Communications, radio project number: 90015, an equivalent is acceptable. Radios must comply with current FAA approvals and mandated changes. Proposed radios not meeting the FAA and FCC approvals and mandates will not be accepted.

1.4. TRADE NAME

In cases where an item is identified by a manufacturers name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an equal unless the proposed "equal" is definitely indicated therein by the bidder.

Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of the proposal exactly what it proposes to furnish, or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the item covered by the bid.



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The Chief Procurement Officer hereby reserves the right to approve as an equal, or to reject as not being an equal, any item the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

1.5. AIRCRAFT RADIO DESCRIPTION

The multi band panel mount airborne transceivers.

- One (1) VHF (136 to 174 MHz)
- Two (2) UHF (450 to 520 MHz)
- One (1) 700/800 (764 to 870 MHz)
- One dual band UHF/700/800 module may utilized

1.6. DETAILED SPECIFICATIONS

The multi band panel mount airborne transceivers, including but not limited to the following capabilities:

- Analog and P25
- Must support CAI and conventional operation
- Conventional software
- Simulcast
- AES Encryption with DES, DES-XL, DES-OFB
- Phase I (FDMA)
- Phase II (TDMA)
- Trunking with Omni-Link
- Astro P25 trunking
- Smartnet/Smartzone
- OTAR
- Multi-Key
- Night Vision (-2 in P/N)

And the following parts and accessories:

- Two (2) Install Kits
 - o Two (2) Multi-band Antennas
 - o Two (2) Triplexers
- One (1) Data Loader Cable
- One (1) Programming Cable

1.7. SERVICE REQUIREMENTS

Helicopter Transportation

The CFD will provide round trip transportation of the two (2) aircrafts for transreceiver installations to and from the Contractor's facility within 200 Kilometers of Chicago. The



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Contractor will furnish all materials required to secure the aircrafts and related equipment within the Contractor's facility.

The cost of disassembly, reassembly, and restoring the aircraft to its original state is to be included in the Contractor's bid.

Radio Requirements

The Contractor will be responsible for securing aircrafts when disassembling during the installation and reassembling each radio systems.

The Contractor is to remove the existing FM radio systems and reassemble with the following but not limited to: new antennas including wiring harnesses cables; provide programming cable and data loader cable; re-configuring radio center console; optimizing; connectivity to existing audio panels; and any other related materials.

Upon completion of installation and reassembly, the City will conduct an inspection to verify that the Contractor has complied with the following:

- Aircraft static functional checks;
- Weight and balance equipment list;
- Compensate wet & gyro compass system
- Comply with return to service flight checks;
- · Update aircraft completion drawings after installation; and
- Comply with FAA approvals.

The Contractor is to provide instructional training to CFD personnel after the installation of the new radio systems.

1.8. OWNERSHIP OF FABRICATION DESIGN

All fabrication designs and revisions to updated aircraft drawings after the interface of the radio systems under this contract will become the sole property of the City of Chicago, upon completion of the contract.

1.9. ORDER PLACEMENT, INSTALLATION, OPTIZIMATION

Order Placement

The OEMC will order the radio systems within five (5) to seven (7) days of the contract award. The OEMC requires the delivery, training and installation of the equipment before the end of the year, December 2013.



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Installation

The Contractor must request the helicopter at an agreed upon time that does not interfere with CFD's scheduling. Installation time must be limited to a two (2) week period from receipt of aircraft. Each of the two (2) aircrafts will be scheduled at separate time periods.

All work performed for these services must be performed by an authorized certified, trained and authorized representative or manufacturer. The Contractor is to provide authenticity in the form of certifications, licenses and letter authorizing their approval to perform aircraft radio installation and configuration as applicably described for the specified radios, accessories in order to bid on the project. The Contractor should specify the prime contact and identify any subcontractors for repairs, facility locations and ongoing support.

The Contractor must identify their facilities and provide authenticity with certifications and licenses from the applicable manufacturers and acclaimed entities to support validation of qualifications to perform services. Due to the criticality of these radios, the City will require the installation to be within fourteen (14) business days from the date of receipt of transceivers from the manufacturer unless delayed due to CFD aircraft availability.

Optimizing Operations

The Contractor must have the capabilities of synchronizing the newly installed radios with the existing operational requirements (i.e. radio channels, optimizing, programing, solution systems, mobile base) for all airwaves prior to the City considers compensation to the Contractor.

1.10. INSPECTION AND DEFECTS

The City will have the right to inspect any products to be provided by Contractor under this Contract. Upon delivery of the products, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage, defects or non-conformance with specifications. The Contractor's representative may be present for the initial examinations. This does not limit the City's right to conduct subsequent inspection of the products delivered.

If defects or omissions are discovered in the initial or subsequent inspections, the City may exercise any or all of the following remedies, in addition to any other remedies specified in this agreement:

- Refuse acceptance of any/all units.
- Require the Contractor to make corrections at Contractor's expense, either onsite or at Contractor's place of business, whether or not the term of the Contract has expired.
- Require the Contractor to replace the units at Contractor's expense including travel expenses.
- o Require the Contractor to reimburse the City for the cost of inspection.

Any and all labor and materials which may require correction, replacement due to damage, defective or non-conforming products must be provided by the Contractor at their expense. The



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Contractor must correct these non-conforming item(s) within seven (7) business days. These services are to be facilitated at the Chicago Fire Department's facilities'. The City will not be subjected to any additional costs, fees, etc. due to the Contractor's lack of meeting the specifications requirements.

Failure to correct or replace unacceptable goods or repeated delivery of unacceptable goods will be an event of default under this Contract.

1.11. SHIPMENT ERRORS

The Contractor will be responsible for any errors in shipments that are the fault of the Contractor. The Contractor must make arrangements with their common carrier or company personnel to pick-up, at Contractor's expense, any un-ordered products, over-shipments of product or products that otherwise do not comply with Purchase Order within forty-eight (48) hours after notification by the Department. Contractor must promptly supply any under-shipment of product promptly after notification by the Department.

The City of Chicago will not be subjected to restocking charges due to shipment errors. Repeated errors in shipments will be an event of default under this Contract.

1.12. QUALITY

Radio Systems (products) must conform to any industry standards specified (FCC and FAA regulations and mandates) as well as the best industry practices and standards with respect to quality of materials and workmanship.

Unless otherwise specified in the Detailed Specifications and Scope of Work, all products provided must be new and in conformance with the Contract and acceptable in every detail to the Executive Director. If requested, the Contractor must certify to the Executive Director that all products to be provided comply with all Contract requirements. Only products which conform to the quality requirements of the Contract will be accepted.

1.13. SOURCE

The Contractor must promptly notify the Executive Director upon request, of the source (or sources) from which the Contractor expects to obtain the products. The source(s) of supply, including the manufacturer, must not be debarred from contracting or otherwise be ineligible to contract with the City.

If sources are found to be unacceptable at any time or fail to be the source of products satisfactory to the Executive Director, the Contractor must furnish products from other, acceptable sources.



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1.14. SUBSTITUTIONS AFTER CONTRACT AWARD

In cases of product unavailability or other conditions beyond the control of the Contractor arising after contract award, the Contractor may request to provide substitutes for the products specified in the Detailed Specifications and Scope of Work.

Each request for substitution must be submitted separately and must include sufficient information that, in the Executive Director's sole judgment and discretion, enables the Executive Director to determine the suitability of the proposed substitute for the specified product. The information must include:

- Product identification, including manufacturer's name and address.
- Manufacturer's literature including:

Product description

Reference standards

Performance and test data

- Samples, as applicable. Samples must be at no charge and will not be returned.
- Name and address of similar user of the product and date of usage.
- Itemized comparison of the proposed alternate item with specified item listing significant variations.

The Contractor warrants and represents that in making a formal request for substitution that: (1) the proposed substitution is equivalent to or superior in all respects to the product specified; (2) the same warranties and guarantees will be provided for the substitute as for the product specified. Any additional cost or any loss or damage, arising from the substitution of any products for those specified shall be borne by the Contractor.

The Executive Director may, in his or her sole discretion, accept an alternate product for a specified product, provided the alternate product is, in the Executive Director's sole opinion, the equivalent of the product specified in the Detailed Specifications and Scope of Work. The Executive Director will not entertain more than one request for substitution per year except in cases of product unavailability or other conditions beyond the control of the Contractor.

1.15. AUTHORIZED DEALER/DISTRIBUTOR/RESELLER

The Contractor must be the manufacturer or an authorized dealer/distributor/reseller of the proposed item (s) to be provided and be capable of providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturer's related services such as production information and product recall notices. The Contractor must provide FAA certified technicians to provide industry standard installation.

Exclusive or authorized distributor/reseller or service representatives must provide names, address and phone numbers of manufacturers and attach to the bid written documentation from the manufacturer verifying your distributor status.

The Chicago Fire Department will transport each of two (2) helicopters to Contractor's facility within 200 Kilometers of Chicago.



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1.16. WARRANTY

All supplies purchased are guaranteed for one (1) year from the date of purchase. This includes replacing any defective purchased supply.

Should the Manufacturer's warranty supersede the above-mentioned warranty, the Manufacturer's will take precedence. All bidders must comply with the Manufacturer's Warranty.

1.17, TEST

In order to determine that the radio systems conform to this specification, industry, FAA and FCC regulations and mandates and manufacturer standards, the City reserves the right to test and/or inspect parts before final acceptance, at no cost to the City. Other tests and measurements may also be performed as determined by the City.

1.18. MATERIAL SAFETY DATA SHEET (MSDS)

Material Safety Data Sheet (OSHA Form 20) must be submitted prior to Contract award for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity requested. The Contractor will furnish an OSHA 20 Form for the {Title} contained in the releases against this Contract with the delivery of those materials.

1.19. BACK ORDERS

Electronic or written notification of backordered items must be sent immediately to the Department. For any back orders that cannot be filled within ten (10) business days, the City will have the option of accepting or canceling the backorder or the City may submit a request for a substitute item. The City is not to be charged for expenses incurred due to the cancellation of backorders.

1.20. PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor will be responsible for and must repair and pay for damages to new and existing structures, material, equipment and apparatus during the term of the Contract, where such damage is directly due to the Contractor's operations under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's Subcontractor or its employees.

However, the Contractor must first immediately notify the Commissioner, or her authorized representative, and report the nature and extent of such damages prior to making any such necessary repairs.



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1.21. OEMC SECURITY REQUIREMENTS

Identification of Workers and Vehicles

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to the Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

- Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
- Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and
- Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive an O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to an O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, and date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is



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responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

Security Badges and Vehicle Permits

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriff's Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
 - D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

Gates and Fences

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates



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that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

1.22. SUBSTITUTIONS

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to indicate to prospective bidders those product(s) that have been deemed by the City to be satisfactory. The bidder must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found acceptable to the City.

A bidder that chooses to respond to this solicitation for bids with alternate product(s) from those specified in the solicitation, must identify such alternate items with its bid with a detailed explanation and documentation in support of how the alternate items proposed by the bidder can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.



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Documentation in support of alternate items includes:

- 1. Complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation, including:
 - (a) Product identification, including manufacturer's name and address.
 - (b) Manufacturer's literature identifying:
 - i) Product description
 - ii) Reference standards
 - iii) Performance and test data
 - (c) Samples, as applicable
 - (d) Name and address of similar projects on which the product has been used, and date of usage.
- 2. Itemized comparison of the proposed alternate item with product or service specified; listing significant variations.

A bidder warrants and represents that in making a formal request for substitution with alternate items that:

- 1. The proposed alternate item is equivalent to or superior in all respects to the product specified,
- 2. The same warranties and guarantees will be provided for the alternate item as for the product specified.

The Chief Procurement Officer may, in his or her sole discretion, accept an alternate item for a specified item, provided the alternate item so bid is, in the Chief Procurement Officer's sole opinion, the equivalent of the item specified in the solicitation. An alternate item that the Chief Procurement Officer determines not to be equivalent to the specified item shall render the bid non-responsive and the Chief Procurement Officer shall reject the bid.

1.23. CONTACT INFORMATION

Main Contact:
Chief Jerry Knapp
Chicago Fire Department

Office: 312.745.4210

Jerry.Knapp@cityofchicago.org

Secondary Contact: Captain Martin Ryzcek

OEMC/CPD: PSIT Applications

Office: 312-746-9265

Martin.Ryczek@chicagopolice.org



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1.24. CONTRACTOR'S QUALIFICATION

The Contractor must not sub-contract or broker any elements of this specification. No brokers or jobbers or any bidder having no radio equipment, as would be necessary to provide the Multi Band Aircraft Radios as described herein will be considered responsive.

The Contractor must have, at minimum, equipment at its facility/location needed to provide the Multi Band Aircraft Radios in order to be considered responsive and responsible for award of the contract pursuant to the specification. The Contractor must, if requested by the Chief Procurement Officer, furnish evidence satisfactory to the City that the Contractor possess the facilities, tools, machinery, equipment and resources necessary to comply with the terms and conditions of the specification.

1.25. INVOICES

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

INVOICES
City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

OR

Via email to: INVOICES@cityofchicago.org with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s) (a.k.a. proposal pages).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.



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Invoices for over-shipments or items with price/wage escalations will be rejected unless the

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. As stated the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.

1.26. PRICE CALCULATIONS

Contract includes a provision for such an adjustment.

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all line items set forth on the Proposal Pages, except to the extent that the Specifications expressly allows otherwise. In the event that a comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error or other discrepancy, the Unit Price will prevail.

1.27. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made must be submitted with the bid if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

City of Chicago Request for Quotation

CAUTION: This is not an order. Submit all quotations on this form.

RFQ Header Information

Please Respond By 9/26/2013

RFQ Number 4394

MULTI BAND AIRCRAFT RFQ Description RADIOS

058- OEC1411 1411 W. MADISON Ship To Location Chicago, IL 60607

Payment Terms Due Now

Special Instructions

Your Quote is Effective as of 9/26/2013

RFQ Status Active

For More Information Please Contact PATRICIA FARINA

312-744-7660

NOTICE: The affidavits required to be executed annually by your company are not on file. Contact administrator indicated above.

RFQ Header Details

Contract Type COMMODITIES-SMALL ORDERS

Target Market YES

Advertise Date

WEB BID Edit Rules ALL

Specification 118275
Procurement Type BID

Bid Deposit Required

Compliance Officer

Compliance Type Description

	Percentage Type Desc	Required %	
Target Market	Minimum Percentage Rate	100.00 %	

Run Time: 04/20/10 12:02:18

Line No	Line Type	<u>Item</u>	Category	Commodity Desc	<u>uom</u>	Quantity	<u>Price</u>	Extended Price
1	Goods	0351550300	03515	RADAR, AIRCRAFT COMMUNICATIONS - AIRCRAFT RADIO MULTI BAND PANEL MOUNT AIRBORN TRANSCEIVER (MINIMUM 4 BANDS) AND TRAINING COMPLYING WITH FAA APPROVALS AND MANDATES MULIT BAND TRANSRECIEVERS & TRAINING	Each	2	\$	\$
Comm	ents:							
2	Goods	0351550305	03515	RADAR, AIRCRAFT COMMUNICATIONS - ACCESSORY SET IS TO INCLUDE:INSTALL KITS (4 ANTENNAS, 4 TRIPLEXER) DATA LOADER CABLE, PROGRAMMING CABLE AND OTHER APPLICABLE ACCES. AND/OR PARTS COMPLYING WITH FAA APPROVALS AND MANDATES ACCESSORIES, PARTS APPLICABLE TO TRANSRECIEVER	Set	2	\$	\$
Comm	ents:							
3	Goods	0351550310	03515	RADAR, AIRCRAFT COMMUNICATIONS - INSTALLATION TRANSRECEIVER OF ALL APPLICABLE ACCESSORIES AND PARTS; TECHNIANS SERVICES COMPLYING WITH FAA APPROVALS AND MADATES INSTALLATION OF TRANSRECEIVERS, CERTIFIED TECHNICANS	Each	2	\$	\$
Comm	ents:							

Total Price \$

Cash billing terms:	
Delivery date:	
Signed:	Date:
Ву:	
Bidder's Legal Name:	Bidder's Federal Employer Identifidation Number: (if you have one)
D/B/A (if applicable):	
Business Address:	
Person to contact regarding bid:	
Title:	
Phone:	
Fax:	
E-Mail:	
IF THE COMMODITY QUOTED ON THIS REQUEST CONTAINS A	
RECYCLED CONTENT, INDICATE THE DESCRIPTION AND PERCENTAGE OF THE RECYCLED CONTENT BELOW:	

Run Time: 04/20/10 12:02:18



Department of Procurement Services Jamie L. Rhee, Chief Procurement Officer

121 North LaSalle Street, Room 806 Chicago, Illinois 60602-1284 Fax: 312-744-9687

SMALL ORDERS TERMS AND CONDITIONS - STANDARD

1. COMPLIANCE WITH LAWS

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and whether or not they appear in the Request for Quotation (RFQ) or Purchase Order (PO or Contract), including those specifically referenced herein or in any of the RFQ or PO documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all subcontractors (if any) to do so. Failure to do so is an event of default and may result in the termination of the PO.

2. CONSIDERATION OF BID PROPOSALS

The Chief Procurement Officer (CPO) will represent and act for the City of Chicago (City) in all matters pertaining to this RFQ and resulting PO. The CPO reserves the right to reject any or all bid proposals and to disregard any informality in the bid proposals and bidding, when in the CPO's opinion the best interest of the City will be served.

3. ACCEPTANCE OF BID PROPOSALS

The CPO will accept in writing one of the bid proposals within sixty calendar days from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

4. WITHDRAWAL OF BID PROPOSALS

Bidder may withdraw its bid proposal at any time prior to the time and date indicated on the RFQ as the closing time and date for receipt of bid proposals. However, no bidder will withdraw or cancel its bid proposal for a period of sixty calendar days after said closing time for the receipt of bid proposals nor must the successful bidder withdraw, cancel, or modify its bid proposal after having been notified by the CPO that said bid proposal has been accepted by the City.

5. REJECTION OF BID PROPOSALS

The CPO reserves the right to reject any/all bid proposals 1) if the bid proposal was received "late" which means after the stated time and date on the RFQ for acceptance of bid proposals; 2) for failure to bid all line items; 3) if unacceptable exceptions were taken to any terms stated herein or on the RFQ, 4) if any alternates were offered which are not considered "equal" to the items specified on the RFQ, 5) if the bidder is deemed non-responsible or non-responsive, 6) if bidder fails to execute, notarize and return the Economic Disclosure Statement and Affidavit (EDS) including any/all appendices, 7) failure to execute/sign its bid proposal, or 8) any other reasons deemed in the best interest of the City.

6. <u>COMPETENCY OF BIDDER</u>

No bid proposal will be accepted from or PO awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or PO, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous Contract or PO with the City.

The bidder, if requested, must present within a reasonable time, as determined by the CPO, satisfactory evidence of performance ability and possession of necessary facilities, resources and adequate insurance to comply with the terms of this RFQ.

7. BASIS OF AWARD

It is the intention of the CPO to award one PO to the lowest responsive and responsible bidder. Bidder must quote all items on the RFQ. Bid proposals submitted to the contrary will be considered incomplete, and as a result, will be rejected.

The bidder's pricing must incorporate any/all peripheral costs including, but not limited to the costs of the goods or services, taxes, insurance, training, warranties, travel, profit and/or overhead, etc., required by the RFQ.

8. TRADE NAMES

In cases where an item is identified by a manufacturer's name, trade name, brand name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated on the RFQ by the bidder. The reference to a manufacturer trade name, brand name or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. Bids on other trade names and catalogs will be considered, provided each bidder clearly states on the face of its RFQ exactly what he proposes to furnish, or forwards a sample, descriptive literature or other data that describes the items proposed.

The CPO hereby reserves the right to approve as an equal or to reject as not being an equal, any item the bidder proposes to furnish that contains major or minor variations from the RFQ requirements but that may comply substantially therewith.

9. **DISCOUNTS**

Any cash billing discounts offered by bidders will not be considered in the evaluation of bids.

10. DELIVERY

All items delivered to the City must be shipped F.O.B. designated location, Chicago, Illinois. Bid price must include any freight, shipping or handling costs associated with the PO with TITLE TO PASS ON DELIVERY.



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SMALL ORDERS TERMS AND CONDITIONS - STANDARD

11. GUARANTEES & WARRANTEES

All guarantees and warrantees required must be furnished by the successful bidder and must run directly to the ordering City department. All guarantees and warrantees must be received by the ordering City Department before issuance of a final payment voucher on the PO.

12. MAXIMUM COMPENSATION

The maximum compensation allowed under the PO is not to exceed the amount stated in the RFQ Invitation.

13. PAYMENT

The City will process payment after receipt of invoices completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify the goods supplied or work/services completed under the PO. The City will process payment per the "Payment Terms" on the City of Chicago Request for Quotation.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_i nfo/DirectDepositCityVendor.pdf.

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

14. NON-APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this PO, then the City will notify the Contractor of that occurrence and this PO will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this PO are exhausted. No payments will be made to the Contractor under this PO beyond those amounts appropriated and budgeted by the City to fund payments under this PO.

15. TAXES

Federal Excise Tax does not apply to goods and materials purchased by the City by virtue of Exemption Certificate No. 36-6005820. State of Illinois Sales Tax does not apply by virtue of Exemption Number E9998-1874-10. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City

by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes that apply. The prices quoted herein shall agree with all Federal laws and regulations.

16. <u>SUBCONTRACTING OR ASSIGNMENT OF PO OR FUNDS</u>

No PO shall be assigned or any part of the same sub-contracted without the prior written consent of the CPO; and in no event shall such consent relieve the successful bidder from its obligations, or change any of the terms of the PO. The successful bidder shall not transfer or assign any PO funds due or to become due without the prior written approval of the CPO having first been obtained. The transfer or assignment of any PO funds, or any interest therein, without such prior consent shall cause the annulment of said transfer or assignment so far as the City is concerned.

17. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

18. <u>LIVING WAGE ORDINANCE</u>

- A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:
 - if the Contractor has twenty-five (25) or more fulltime employees, and
 - if at any time during the performance of the PO the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five



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(25) or more full-time security guards, or any number of other full-time Covered Employees, then

- the Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
- B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the PO term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the PO term.
- C. As of July 1, 2013, the Base Wage is \$11.78 per hour. Each July 1st, thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by two thousand (2000) hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.
- D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City Contract or subcontract for up to three (3) years.
- E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

19. TERMINATION

The City may terminate this PO or any portion of the PO, at any time by a notice in writing from the City to the Contractor. The City will give notice to the Contractor. The effective date of termination will be the date the notice is received by the

Contractor or the date stated in the notice, whichever is later. If the City elects to terminate the PO in full, all services to be provided under it must cease and all materials that may have been accumulated in performing this PO whether completed or in the process, must be delivered to the City within ten (10) calendar days after the termination date.

After the notice is received, the Contractor must restrict its activities, and those of its subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the Payment clause, but if any compensation is described or provided for on the basis of a period longer than ten (10) calendar days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed services. The payment so made to the Contractor is in full settlement for all services satisfactorily performed under this PO. If Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision in the General Conditions.

If the City's decision to terminate this PO for default pursuant to the Default provision in the General Conditions is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Termination provision.

20. DEFAULT

- A. The City may, subject to the provisions of paragraph (C) below, by written notice of default to the Contractor, terminate the whole or any part of this PO in any one of the following circumstances:
 - if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - 2. if the Contractor fails to perform any of the other provisions of this PO, or so fails to make progress as to endanger performance of this PO in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such other period as the CPOmay authorize in writing) after receipt of notice from the CPO specifying such failure.
- 3. In the event the City terminates this PO in whole or in part as provided in paragraph (A) of this clause, the City may procure, upon such terms and in such manner as the CPO may deem appropriate, supplies or services similar to those so terminated, and the Contractor must be liable to the City for any excess costs for such similar supplies or service: provided, that the Contractor must continue the



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performance of this to the extent not terminated under the provisions of this clause.

C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the CPO the failure to perform the PO was due to causes beyond the control and without the fault or negligence of the Contractor.

21. DISPUTES

Except as otherwise provided in this PO, Contractor must and the City may bring any dispute arising under this PO which is not resolved by the parties to the CPO for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room.) The CPO will issue a written decision and send it to the Contractor by mail. The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

22. <u>INSURANCE REQUIREMENTS</u>

The Contractor must provide and maintain at Contractor's own expense, until PO completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the PO.

A. INSURANCE TO BE PROVIDED

- Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this PO and Employers Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.
- 2. Commercial General Liability Insurance (Primary and Umbrella) or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insured's, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
- Automobile Liability (Primary and Umbrella), when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
 The City of Chicago is to be named as an

additional insured on a primary, non-contributory basis.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this PO, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this PO. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (sample form available upon request) or equivalent prior to PO The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the PO have been fully met or that the insurance policies indicated on the certificate are in compliance with all PO requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the PO provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the PO, and the City retains the right to stop work until proper evidence of insurance is provided, or the PO may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed. deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor. The PO or hereby waives and agrees to require their insurers to waive their rights of subrogation against the City, its employees, elected officials. agents, or representatives. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the PO or by law. insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the Contractor under the PO. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this PO or any limitation placed on the indemnity in this PO given as a matter of law. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this PO. If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provisions in the PO to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Revised: March 2, 2010

SAMPLE INSURANCE CERTIFICATE OF COVERAGE

Named Insured:		Specification Number:				
Address:			Project Description:			
		Purchase Order Number:				
Description of Operation/Location						
covering the operation described within the of cancellation, non-renewal or material change to the City of Chicago at the address.	ne Contract involving the nat change involving the indicate ress shown on this Certifica	med insured and the ed policies, the issu- ate. This certificate	e City of Chicago. The er will provide at leas is issued to the City	red with the policy limits as set forth herein the Certificate issuer agrees that in the event t sixty (60) days prior written notice of such of Chicago in consideration of the Contract certificate as a basis for continuing such		
Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands		
General Liability [] Claims made [] Occurrence [] Premises-Operations [] Explosion/Collapse Underground [] Products/Completed-Operations [] Blanket Contractual [] Broad Form Property Damage [] Independent Contractors [] Personal Injury [] Pollution				CSL Per Occurrence \$ General Aggregate \$ Products/Completed Operations Aggregate \$		
Automobile Liability				CSL Per Occurrence \$		
[] Excess Liability [] Umbrella Liability				Each Occurrence \$		
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$		
Builders Risk/Course of Construction				Amount of Contract		
Professional Liability				\$		
Owner Contractors Protective				\$		
Other				\$		
 a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago." b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City. c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago. d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements. 						
Name and Address of Certificate Holder and	d Recipient of Notice	Signature of Aut	horized Rep.			
Certificate Holder/Additional Insured:	Agency/Compan	Agency/Company:				
City of Chicago Department of Procurement Services 121 N. LaSalle St., #403 Chicago, IL 60602						
		Telephone:				



Department of Procurement Services Jamie L. Rhee, Chief Procurement Officer

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DPS WEB SITE & AWARDED POS

To find **Current Downloadable Bid Opportunities**, click <u>www.cityofchicago.org/procurement</u>, "Contract Administration", "View All Services," and "Bids, RFP, RFQ, RFI Including Small Orders."



Copies of **Awarded POs** and **Award Dates** are made available to the public on the City of Chicago's web site, click www.cityofchicago.org/procurement, "Contract Administration", "View All Services," "Awarded Contracts", "Get Started Online", "Contracts and Awards". Search on the specification number.

